

1 BILL NO. S-80-07- *27*

2 SPECIAL ORDINANCE NO. S- *90-80*

3
4 AN ORDINANCE approving a contract
5 for Improvement Resolution No.
6 5870-80 between the City of Fort
7 Wayne, Indiana and Hipskind Con-
8 crete Corporation for curb and side-
9 walk improvement.

10
11 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
12 FORT WAYNE, INDIANA:

13 SECTION 1. That a certain contract dated July 9,
14 1980, between the City of Fort Wayne, Indiana, by and through
15 its Mayor and the Board of Public Works, and Hipskind Concrete
16 Corporation, for:

17 construction of curbs and sidewalks, where
18 needed along both sides of Greenwood from
19 Main Street to the last house; also known
20 as Nebraska Neighborhood, Phase V.
21 under Board of Public Works Improvement Resolution No. 5870-80
22 at a total cost of \$29,591.55 from C D & P Funds, all as more
23 particularly set forth in said contract which is on file in
24 the Office of the Board of Public Works and is by reference in-
25 corporated herein and made a part hereof, be and the same is
26 in all things hereby ratified, confirmed and approved.

27 SECTION 2. That this Ordinance shall be in full
28 force and effect from and after its passage and approval by
29 the Mayor.

Samuel J. Talanis
30 COUNCILMAN

31 APPROVED AS TO FORM AND
32 LEGALITY JULY 18, 1980.

J. E. Hoffman
33 JOHN E. HOFFMAN
34 City Attorney

Read the first time in full and on motion by Silvers,
seconded by Stier, and duly adopted, read the second time
by title and referred to the Committee Public Works (and the City
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,
Indiana, on 19, the 19 day of July, 1980, at 10 o'clock M., E.S.T.

DATE: 7-22-80

CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by Tolman,
seconded by Gia Quinta, and duly adopted, placed on its
passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>6</u>			<u>3</u>	
<u>BURNS</u>	<u>✓</u>				
<u>EISBART</u>	<u>✓</u>				
<u>Gia Quinta</u>	<u>✓</u>				
<u>NUCKOLS</u>				<u>✓</u>	
<u>SCHMIDT, D.</u>				<u>✓</u>	
<u>SCHMIDT, V.</u>				<u>✓</u>	
<u>SCHOMBURG</u>	<u>✓</u>				
<u>STIER</u>	<u>✓</u>				
<u>TALARICO</u>	<u>✓</u>				

DATE: 8-12-80

Charles W. Westerman /me
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL)
(APPROPRIATION) ORDINANCE (RESOLUTION) No. 8-90-80
on the 12th day of August, 19 80

Charles W. Westerman /me
CHARLES W. WESTERMAN - CITY CLERK

ATTEST:

(SEAL)

James Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 12th day of August, 19 80, at the hour of
11:30 o'clock A.M., E.S.T.

Charles W. Westerman /me
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 18th day of August
19 80, at the hour of 9:30 o'clock M., E.S.T.

Winfield C. Moses
WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-80-07-37

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS REFERRED AN
ORDINANCE approving a contract for Improvement Resolution No. 5870-80
between the City of Fort Wayne, Indiana and Hipskind Concrete
Corporation for curb and sidewalk improvement

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE *(initials)* PASS.

SAMUEL J. TALARICO, CHAIRMAN

PAUL M. BURNS, VICE CHAIRMAN

JOHN NICKOLS

MARK GIAQUINTA

ROY SCHOMBURG

CONCURRED IN
DATE 8-12-12 CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

June 9, 1980

The Common Council
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

One June 4, 1980, Contracts for Curb and Sidewalk Improvement Resolution No. 5870-80, Nebraska Neighborhood, Phase V, in amount of \$29,591.55, 33% under Engineer's Estimate, and Curb and Sidewalk Improvement Resolution No. 5875-80 West Central, Phase V NPI, in amount of \$67,506.30, 31% under Engineer's Estimate, awarded to Hipskind Concrete Corp. Both projects are C D & P funded.

Hipkind Concrete Corp. has manpower available and is able to begin at once on the above projects. Therefore, Board of Works respectfully requests "Prior Approval" so that construction may begin immediately.

Special Ordinance for formal approval will be submitted in the very near future.

Sincerely,

BOARD OF PUBLIC WORKS

~~MARK L. AKERS~~ CHAIRMAN

CITY OF FORT WAYNE

WIN MOSES, JR., MAYOR

ep

APPROVED:

John Guelph (S) (Signed) Roy Astorius
Samuel J. Tolman fifth Bellah
Mark C. Johnson Dr. L. L. Brown
MEMBERS OF THE COMMON COUNCIL

ATTEST:

Charles W. Westerman
CHARLES W. WESTERMAN CLERK

MEMBERS OF THE COMMON COUNCIL.

B.O. 154-79 CITY PAID
Curbs & Sdw. Improvement Resolution No. 5870 1980

curbs and sidewalk where needed along both sides

() of Greenwood from Main to last house; also known
as NEBRASKA NEIGHBORHOOD, PHASE V

Width: _____ Ft.

Plans Ordered:

Adopted: May 7, 1980

Advt. "Notice to P.O.":

Not. to P. O. Mailed:

Hearing on Confirmation:

Remonstrance Filed:

() Confirmed:

Finally Confirmed:

Advt. "Notice to Contr's": May 16 and 23, 1980

Receive Bids: Wed., May 28, 1980 at 9 a.m.

Contract Awarded: ^{Ord. bid docs.} Wednesday, June 4, 1980 at 9 a.m.

Contract Awarded to: ¹⁰⁰ HIPSKIND CONCRETE

For: \$29,591.55 subj. to councilmanic approval.
order- contract.

At:

Reported Completed:

Primary Assmt. Roll Appr'd:

Advt. "Assessment Notice":

Hearing on Confir'n of Assmt. Roll:

Assessment Roll Confirmed:

6-4-80

PROJECT Nebraska Landmark Phase V BID ANALYSIS SHEETOFFICE OF CITY ENGINEER
FORT WAYNE INDIANA

DATE May 28, 1980

RES. NO. 5810-1850

MATERIAL

CONTRACTORS

STREETS - ALLEYS - SIDEWALKS

QUAN UNIT MATERIAL

ESTIMATE

EXTENSION

CONCRETE

Cement

CONCRETE

Cement

1173 SY Conc. Removal

6.00

7035.00

350

4105.00

300

4722.00

300

3519.00

325

3812.25

300

3519.00

470

5513.00

371 SF 4' Walk

1.00

66.00

150

556.50

145

531.55

170

630.00

100

556.50

8878 SF Surface Walk

2.00

204695.00

175

1136.00

185

1534.00

185

1534.00

1495 LF Curb Removal

2.00

3737.00

125

1868.75

160

2392.00

100

1495.00

572 SF Surface Walk w/Ramp

2.00

1430.00

120

1036.00

125

1055.00

200

1144.00

200

1144.00

82 SY Residential Driv App L

2.00

1050.00

15

1476.00

165

1517.00

165

1517.00

36 SY 8' Away App.

2.00

371.00

20

720.00

20

720.00

17 SY 9' Cane Relaxed 2

2.00

453.00

22

374.00

21

357.00

21

357.00

4 EA Cane Step - Pre Riser

1.00

600.00

75

300.00

25

100.00

30

120.00

100.00

2 EA Acrost Valve Valve

3.00

60

30.00

60

50.00

25

50.00

1 EA Acoust Casting

1.00

150

50

50

75

75

75.00

2 EA C.B Type 1C

1.00

2000.00

1000.00

2000.00

1000.00

1350.00

80 TON Top Soil

1.00

800.00

10

500.00

75

600.00

310 SY Sod & Fine Gravel

2.00

620.00

0.50

155.00

100

310.00

100 SY Trenching

1.00

175.00

100

1035.00

100

1035.00

100 SY Installation of Concrete

1.00

1233.75

0.50

517.50

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517.50

150 SY

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CONTRACT

This Agreement, made and entered into this _____ day of _____, 19____

by and between _____ HIPS KIND CONCRETE CORPORATION _____
----- 3322 REED, FORT WAYNE, INDIANA 46806 -----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, herein-after called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-
Resolution No. 5870-80 prove by constructing curbs and sidewalks where needed along both sides of

Greenwood from Main Street to the last house; also known as NEBRASKA NEIGHBORHOOD,
PHASE V, CAPITAL IMPROVEMENT.

by grading and paving the roadway to a width of XXXXXXXXXXXXXXXXXXXXXXX
XX
upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-
ment Resolution No. 5870-80 attached hereto and by reference made a part hereof.
XXXXXX following price per lineal foot

At the following prices:

Concrete Removal	Three dollars and fifty cents per square yard	3.50
4" Walk	One dollar and fifty cents per square yard	1.50
Curbface Walk	One dollar and seventy-five cents per square foot	1.75
Curb Removal	One dollar and twenty-five cents per lineal foot	1.25
Curbface Wingwalk w/Ramp	One dollar and ninety cents per square foot	1.90
Residential Drive Approach - 6"	Eighteen dollars and no cents per square yard	18.00
8" Alley Approach	Twenty dollars and no cents per square yard	20.00
9" Concrete Recessed 2"	Twenty-two dollars and no cents per square yard	22.00
Concrete Step - 1 Riser	Seventy-five dollars and no cents per each	75.00
Adjust Water Valve	Thirty dollars and no cents per each	30.00
Adjust Casting	Fifty dollars and no cents per each	50.00
Catch Basin Type IC	One thousand dollars and no cents per each	1,000.00

Topsoil	Ten dollars and no cents per ton	10.00
Seed & Fine Grading	No dollars and fifty cents per square yard	0.50
Trenching	One dollar and no cents per lineal foot	1.00
Installation of Conduit	No dollars and fifty cents per lineal foot	0.50
TOTAL	Twenty-nine thousand, five hundred and ninety-one dollars and fifty-five cents	\$29,591.55

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-34-78 (as amended) concerning discriminating in employment under municipal contracts is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5870-80, the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally

and in all respects completed on or before Oct. 15, 1980 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

date, 19 until said work is finally completed and ready for acceptance by the City.

It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even *prima facie* evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this _____

day of _____, 19_____

ATTEST:

HIPSKIND CONCRETE CORPORATION

BY: _____

Corporate Secretary

ITS: _____

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

ATTEST:

Secretary and Clerk

Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

BILL NO. G-78-10-41 (as amended)

GENERAL ORDINANCE NO. G-34-78 (as amended)

AN ORDINANCE amending Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974.

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 15-13 "Employment under Municipal Contract," Article III, Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974 is amended to be and read as follows, to wit:

"Sec. 15-13 Same - Under Municipal Contract.

15-13-1 Definitions. As used in this Section, the following words have these meanings:

a. The terms "Discriminates," "discriminating," "discriminatory" mean and include:

- (1) to promote segregation or separation in any manner, to treat any person differently, or to exclude from or fail or refuse to extend to any person equal opportunities with respect to hiring, termination, compensation, or other terms, conditions or privileges of employment, because of the race, religion, sex, color, national origin or handicap of any such person;
- (2) also, to fail to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped employee;
- (3) also, to fail to make reasonable accommodation to the religious observance or practice of any employee or prospective employee unless the employer can demonstrate that the accommodation would impose an undue hardship on the conduct of the employer's business;
- (4) also, to make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement with respect to employment that indicates a preference, limitation, specification or discrimination based on race, sex, religion, color, national origin or handicap;
- (5) the following practices are not included in the meaning of "discrimination":
 - (a) for any not-for-profit association, incorporated or otherwise, organized exclusively for fraternal or religious purposes, to devote its resources to its own religion or denomination, or to give employment preference to its own members,

- (b) for any not-for-profit association, incorporated or otherwise, established for the purpose of offering or providing education, training or other social services and benefits to handicapped persons, to devote its resources to such handicapped persons with respect to such education, training or social services and benefits.
- b. The term "handicap" means and includes:
 - (1) any physical or mental impairment which substantially limits one or more of a person's major life activities; or
 - (2) a record of such an impairment, and includes,
 - (3) a person who is regarded as having such an impairment; provided that,
 - (4) this term does not include drug or alcohol abuse or addiction.
- c. The term "obstruct" means and includes the actions of any person knowingly obstructing the fair and lawful enforcement of this Article of this Chapter by coercing or intimidating any complainant or prospective complainant, or any witness to any act of discrimination as defined herein, after such person has received actual notice of a discrimination charge or has been served notice of a complaint filed.
- d. The term "retaliate" means and includes the actions of any person in discriminating against any other person with regard to, or denying any other person access to or opportunities in employment, because any such other person has opposed any practice made unlawful by this Article of this Chapter, or because such other person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this Article of this Chapter.

15-13-2 Mandatory Covenants. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees, as follows:

- a. That in the performance of work under such contract or any subcontract thereunder, the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.
- b. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this Article of this Chapter.
- c. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not retaliate against any person.

15-13-3 Enforcement. Enforcement of this Article of this Chapter shall be through order of the Board of Public Works, in the following manner:

- a. Whenever any member of the Board of Public Works, or whenever the Affirmative Action Officer who is assigned to help watch over public contracts has reason to believe that any of the provisions hereof have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Commission has no jurisdiction shall be investigated by said Affirmative Action Officer.
- b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Board of Public Works, which may invoke one of the remedies set forth in Sub Section 15-13-4 hereof. If it is a matter over which the Metropolitan Human Relations Commission has no jurisdiction, the Board of Public Works shall conduct a hearing to determine whether there has been a breach of this Article of this Chapter. In so doing, the Board may call upon the Commission for consultation.

15-13-4 Remedies. Upon finding that a contractor or sub-contractor or any person acting on behalf of such contractor or subcontractor has violated a provision or provisions of this Article of this Chapter, whether discriminating, obstructing, retaliating, or otherwise, the Board of Works may:

- a. Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract a penalty of no less than ten dollars (\$10.00) per day, per violation, nor more than one thousand dollars (\$1,000.00) per day, per violation. Each day on which a continuing violation exists, shall be deemed a separate offense; or,
- b. The Board of Works may cancel or terminate the contract, and all money due or to become due thereunder may be forfeited, for a second or any subsequent violation of this article of this Chapter.

SECTION 2. That Chapter 15, Article III, of the Code of the City of Fort Wayne, Indiana of 1974 is further amended by adding thereto a new section 15-13A, which shall be and read as follows, to wit:

"Sec: 15-13A. A verbatim copy of Sec. 15-13 may be attached as an exhibit to and incorporated in and made a part of any contract made by or on behalf of the City of Fort Wayne, Indiana for any public work; which shall constitute compliance with Sec. 15-13-2."

Improvement Resolution
FOR CURB AND SIDEWALK

No. 5870 - 1980

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,
That it is deemed necessary to improve by constructing curbs and sidewalks where needed along
both sides of Greenwood from Main Street to the last house; also known as
NEBRASKA NEIGHBORHOOD, PHASE V, CAPITAL IMPROVEMENT.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of
Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder
will be to the general public of the City of Fort Wayne and that no special benefits
will accrue to any property owner adjoining said improvement or otherwise assessable
under said improvement. The cost of said improvement shall be paid by Community Develop-
ment and Planning.

Adopted, this _____ day of _____
FATTEST:

Secretary & Clerk

BOARD OF PUBLIC WORKS:

PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we HIPSKIND CONCRETE CORPORATION as Principal, and the _____, a corporation organized under the laws of the State of _____, and duly authorized to transact business in the State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum of TWENTY-NINE THOUSAND, FIVE HUNDRED AND NINETY-ONE DOLLARS AND FIFTY-FIVE CENTS----- (\$29,591.55-----), for the payment whereof well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that

WHEREAS, the Principal did on the _____ day of _____, 19____, enter into a contract with the City of Fort Wayne to construct

Resolution No. 5870-80

To improve by constructing curbs and sidewalks where needed along both sides of Greenwood from Main Street to the last house; also known as NEBRASKA NEIGHBORHOOD, PHASE V, CAPITAL IMPROVEMENT.

at a cost of \$29,591.55-----, according to certain plans and specifications prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement provides:

1. That said improvement shall be completed according to said plans and specifications, and contractor shall warrant and guarantee all work, material, and conditions of the improvement for a period of three (3) years from the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

HIPSKIND CONCRETE CORPORATION
(Contractor)

BY: _____

ITS: _____

ATTEST:

(Title) Corporate Secretary

Surety

*BY: _____

Authorized Agent
(Attorney-in-Fact)

*If signed by an agent, power of attorney must be attached

ATTACH POWER OF ATTORNEY

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

----- HIPSKIND CONCRETE CORPORATION-----

(Name of Contractor)

----- 3322 REED, FORT WAYNE, INDIANA 46806-----

(Address)

a CORPORATION, hereinafter called Principal,
(Corporation, Partnership or Individual)

and

(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of TWENTY-NINE THOUSAND, FIVE HUNDRED AND NINETY-ONE DOLLARS AND FIFTY-FIVE CENTS----- for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 19____, for the construction of:

Resolution No. 5870-80

To improve by constructing curbs and sidewalks where needed along both sides of Greenwood from Main Street to the last house; also known as NEBRASKA NEIGHBORHOOD, PHASE V, CAPITAL IMPROVEMENT.

at a cost of TWENTY-NINE THOUSAND, FIVE HUNDRED AND NINETY-ONE DOLLARS AND FIFTY-FIVE CENTS-----

(\$29,591.55-----), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in _____ counter-parts, each one of which shall be deemed an original, this _____ day of _____, 1979.

(SEAL)

ATTEST:

(Principal) Secretary

Witness as to Principal

(Address)

HIPSKIND CONCRETE CORPORATION
Principal

BY _____

(Title)

(Address)

Surety

BY _____
Attorney-in-Fact
(Authorized Agent)

Witness as to Surety

(Address)

(Address)

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA DURING THE MONTHS OF APRIL, MAY AND JUNE, 1930.

In compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to, wit:

TRADES OR OCCUPATION

CLASS	RATE PER HR.	HSW	PEN	VAC	APP	MISC.
S	13.80	55¢	1.25			31f
S	13.25	1.17½	1.00		3¢	
S	12.21	57¢	.50		2¢	61f
S	11.29	70¢	.62		2¢	41f
S	11.93	70¢	.70		3¢	21f
S	10.85	75¢	.80		2¢	
S	13.05	55¢	3½+50¢		6¢	12½f
S	12.33	1.04½	.82	8%	3½¢	
S	11.39		.25	.40¢	4¢	.25cholida
S	12.35	1.00	1.45		2¢	.25 annuit 21f
S-SS-US	8.55-9.55	.70	.70		9¢	
S-US-SS	8.30-9.15	.70	.70		9¢	
S-US-SS	8.30-9.15	.70	.70		9¢	
S	11.79		.80		1¢	31f
S	11.69	.70	.62		2¢	41f
S-SS-US	8.35-12.50	.75	.65		10¢	
S-US-US	8.59-11.57	.75	.65		10¢	
S-US-US	8.59-11.57	.75	.65		10¢	
S	9.90-10.90	.60	.85		12¢	6misc.
S	10.08	.60	.80			
S	13.75	.55	.90		7¢	71f
S	9.50-11.05					
S	11.90		.30			42c5asml
S	12.67	.72	.77		10¢	1141f
S-SS-US	9.60-10.55		29.00pw	37.00pw		
S-SS-US	9.20-9.80		31.50pw	37.00pw		

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and foregoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or subcontractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 1 DAY OF July, 1935

REPRESENTING GOVERNOR, STATE OF INDIANA

REPRESENTING THE AWARDING AGENT,

Frank M. Price

REPRESENTING STATE A.F.L. & C.I.C.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

H92
TITLE OF ORDINANCE SPECIAL ORDINANCE - CONTRACT FOR CURB & SDWK. IMP. RES. NO. 5870-80, NEBRASKA
PH. V

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE CONTRACT FOR CURB AND SIDEWALK IMPROVEMENT RESOLUTION NO. 5870-80, FOR THE
CONSTRUCTION OF CURBS AND SIDEWALKS, WHERE NEEDED ALONG BOTH SIDES OF GREENWOOD FROM MAIN STREET
TO THE LAST HOUSE; ALSO KNOWN AS NEBRASKA NEIGHBORHOOD, PHASE V, CAPITAL IMPROVEMENT.
THIS PROJECT WAS BID MAY 28, 1980 AT 9 A.M. LOW BIDDER FOR THE PROJECT WAS HIPSCHILD CONCRETE
IN AMOUNT OF \$29,591.55. BID ANALYSIS SHEET IS ATTACHED.

8007-37

(CONTRACT ATTACHED)

PRIOR APPROVAL ACQUIRED JUNE 9, 1980 A COPY OF WHICH IS ATTACHED HERETO

EFFECT OF PASSAGE CONSTRUCTION OF CURBS AND SIDEWALKS IN THE ABOVE-DESCRIBED AREA

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$29,591.55 FROM C D & P FUNDS

ASSIGNED TO COMMITTEE Public Works